

**NAPA COUNTY HOUSING AUTHORITY
AGREEMENT NO. _____**

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 2012, by and between the Napa County Housing Authority, a county housing authority established pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as “Grantee”, and the City of Calistoga, hereinafter referred to as “Grantor”.

RECITALS

WHEREAS, Grantee is the owner of three farmworker housing centers (collectively the “Centers”) located in Napa County which provide housing for migrant farmworkers, those Centers being commonly identified as: (1) the River Ranch Center, located at 1109 Silverado Trail, St. Helena, (2) the Calistoga Center, located at 3996 N. St. Helena Highway, Calistoga, and (3) the Mondavi Center, located at 5585 Silverado Trail (sometimes referred to as 5589 Silverado Trail), Napa; and

WHEREAS, the Centers are primarily funded through the rents received from farmworkers who reside at the centers, from yearly assessments levied by County Service Area No. 4 paid by qualifying grape growers, and from general fund contributions by the County of Napa; and

WHEREAS, the foregoing funding sources are not necessarily sufficient to cover expenses associated with the operation of the Centers; and

WHEREAS, Grantor recognizes the important contribution attributable to the Centers in providing safe and clean housing accommodations to farmworkers who otherwise may not be able to obtain such housing, and finds it is in the public interest of the City to contribute funding to the operation of the Centers in the event that rents, assessments, and other contributions are insufficient to cover operating expenses to ensure the Centers continued operation in providing safe and affordable housing accommodations.

TERMS

NOW, THEREFORE, in consideration of the mutual promises of Grantor and Grantee, contained herein, Grantor and Grantee agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2013, except that the obligations of Grantee to Grantor under Paragraph 4 (Records Retention and Monitoring) and Paragraph 7 (Return of Funds) shall survive the expiration date for the periods noted in such Paragraphs, and Paragraph

6 (Indemnification) shall continue in full force and effect after said expiration date as to any liability for acts and omissions occurring during the term of this Agreement.

2. **Use of Funds by Grantee.** Grantee hereby agrees to use all funds conveyed to Grantee by Grantor under this Agreement for the sole purpose of offsetting expenses associated with the operation of the Centers.

3. **Payment of Funds by Grantor to Grantee.** Grantor agrees to pay to Grantee within 30 days of execution of this Agreement the sum of Ten thousand dollars (\$10,000), to be used by Grantee to cover operating expenses for the Centers not already covered by other revenue sources, including primarily the proceeds of the County Service Area No.4 assessments and nightly lodging fees paid by the farm workers who stay at the Centers.

4. **Records Retention and Monitoring.** Grantee shall maintain records which fairly reflect the activities of Grantee partially funded under this Agreement. Grantor shall have access to any books, documents, papers and records of Grantee which are directly pertinent to the subject matter of this Agreement. Except where longer retention is required by any federal or state law, Grantee shall maintain all such records for no less than five (5) years after Grantor makes the grant payment called for in this Agreement.

5. **Independent Grantee.** Grantee shall perform this Agreement as an independent Grantee, and Grantee and its officers, agents, employees are not, and shall not be deemed, Grantor employees for any purpose, including workers' compensation. Nothing in this Agreement shall be construed to grant or confer on Grantor any right, title or ownership in the Centers. Grantee shall, at its own risk and expense, determine the method and manner by which the activities of Grantee under this Agreement shall be performed.

6. **Indemnification.** Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from any claim, loss or liability including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by Grantee, or its officers, agents, or employees, of activities of Grantee funded under this Agreement.

7. **Return of Funds.** If Grantee fails to fulfill in a timely and proper manner any of Grantee's obligations under this Agreement or otherwise breaches this Agreement during the term of this Agreement Grantee shall, upon written demand by Grantor, return to Grantor any portion of the funds provided under this Agreement used in violation of Grantee's obligations under this Agreement. Return of funds under this Paragraph shall occur within thirty (30) days of receipt by Grantor of written demand by Grantor and shall include any interest earned thereon by Grantee. Return of funds under this Paragraph shall be in addition to any other remedies available to Grantor by law.

8. **Non-Discrimination Clause.** During the performance of this Agreement, Grantee and its officers, employees, and agents shall not deny the benefits thereof to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall Grantee discriminate unlawfully against any farmworker lodger because of race,

religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.

9. **Compliance with Laws.** Grantee shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

10. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

11. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

GRANTEE

Napa County Housing Authority
1195 Third St. Suite 310
Napa, California 94559

GRANTOR

City of Calistoga
1232 Washington St.
Calistoga, CA 94515

12. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

13. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California.

14. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

15. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

16. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

CITY OF CALISTOGA

By _____
Name Title

“GRANTOR”

NAPA COUNTY HOUSING AUTHORITY, a county housing authority.

By _____
NANCY WATT, Authority Executive Director

“GRANTEE”

<p>APPROVED AS TO FORM</p> <p>Authority Counsel</p> <p>By: _____</p> <p>Date: _____</p>
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